

CONTRACT #4
RFS # 318.65-00330
FA # Pending

Finance & Administration
Bureau of TennCare

VENDOR:
Document Solutions of
Nashville, Inc.



STATE OF TENNESSEE
BUREAU OF TENNCARE
310 Great Circle Road
NASHVILLE, TENNESSEE 37243

October 14, 2010

Mr. Jim White, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Bureau of TennCare Non-Competitive Contract

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee a contract with Document Solutions of Nashville, Inc. for the provision of electronic discovery processing. TennCare originally entered into a non-competitive contract with Document Solutions, Inc. following the District Court's 2006 Order in *John B. v. Goetz* requiring the State to produce requested discovery materials in electronic form requiring the contractor to harvest, process, de-duplicate, keyword search, date filter and ultimately load onto a review database known as Catalyst, hundreds of gigabytes of data for review and production. The processing performed by DSI was accomplished using proprietary software. Since the State has already paid to have the originally harvested data processed as described above, it would be extremely wasteful and expensive to reprocess that data using a new vendor. Not being able to de-duplicate and compare new data against data already processed is also not a sound option since that too increases costs. The more de-duplication that can be done, the less data there is to review, which saves processing costs and the costs of attorney's time spent reviewing the data. The possibility that the State may have to engage in future discovery that would require the use of the data DSI has already processed and is maintaining for the State is substantial. The e-discovery protocols worked out with Plaintiffs' counsel and the Court permitted the Plaintiffs to initially request discovery from the electronic files of 50 priority custodians.

The Bureau of TennCare would greatly appreciate the consideration and approval of this contract by the Fiscal Review Committee.

Sincerely,

Scott Pierce
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner
Alma Chilton, Director of Contracts

RECEIVED

OCT 13 2010

FISCAL REVIEW

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Scott Pierce	*Contact Phone:	507-6415
*Original Contract Number:	N/A	*Original RFS Number:	31865-00330
Edison Contract Number: <i>(if applicable)</i>	N/A	Edison RFS Number: <i>(if applicable)</i>	N/A
*Original Contract Begin Date:	December 15, 2010	*Current End Date:	December 14, 2013
Current Request Amendment Number: <i>(if applicable)</i>	N/A		
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A		
*Department Submitting:	Department of Finance and Administration		
*Division:	Bureau of TennCare		
*Date Submitted:	October 14, 2010		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	N/A		
*Contract Vendor Name:	Document Solutions of Nashville, Inc.		
*Current Maximum Liability:	\$3,000,000.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2011	FY: 2012	FY: 2013	FY: 2014
\$500,000.00	\$1,000,000	\$1,000,000	\$500,000
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i> Attached			
FY: 2011	FY: 2012	FY: 2013	FY: 2014
\$0.00	\$0.00	\$0.00	\$0.00
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		NA - New Contract	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA - New Contract	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA - New Contract	
*Contract Funding	State:	\$1,500,000.00	Federal:
			\$1,500,000.00

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Source/Amount:			
Interdepartmental:		Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
		N/A	
Method of Original Award: <i>(if applicable)</i>		Non Competitive Negotiation	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		The costs associated with this contract were predicated on negotiated costs proposed by the contractor to comply with court ordered services.	

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For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

The maximum liability of this contract is based on volume of services provided by contractor. Each component of Section C.3 (Attachment 1) covers court ordered services that the contractor shall perform.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY:
All components of scope of work to comply with court ordered data harvest and secure data retention.	\$500,000	\$1,000,000	\$1,000,000	\$500,000	

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

This contract does not identify savings to the state, however, the services of this contract are required by the District Court's 2006 Order in *John B. v. Goetz* requiring the State to produce requested discovery materials in electronic form. In order to comply with the Court's Order, the State utilized DSI to help harvest, process, de-duplicate, keyword search, date filter and ultimately load onto a review database known as Catalyst, hundreds of gigabytes of data for review and production.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

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<p>Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</p> <p>DSI assisted the State in loading processed data onto the review database known as Catalyst and assisted the State in producing from Catalyst those non-privileged documents found to be responsive to Plaintiffs' discovery requests. DSI has the historical information and data related to what was produced from Catalyst. This is data and information it is important for the State to maintain both for purposes of possible future discovery inspections and/or for use in litigating the merits of <i>John B.</i> In addition, DSI continues to serve as TennCare's consultant for determining how best to utilize Catalyst and for adding additional materials to that database when necessary. DSI is the entity contracted with Catalyst, not TennCare. While another e-discovery vendor could presumably also contract with Catalyst, since it is a proprietary database the pricing they offer would be the same regardless of vendor. TennCare has researched and is attaching Attachment 2 with comparable pricing from other vendors.</p>					

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Attachment 1

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Tape Restoration Services	
Project Setup Fee	\$500.00 per project
High Level Catalog	\$150.00 per tape
Low Level Catalog	\$225.00 per tape
Tape Restoration of GroupWise Post Office (PO) Email	\$525.00 per PO/tape
Conversion to PST (mailboxes may be split creating multiple PSTs per source mailbox)	\$50.00 per PST
File Server Tape Restoration	\$350.00 per tape
Media Storage Per Project	\$7.50 per tape per mos.
Forensic Collection Services	
Forensic Imaging (includes live data or bit by bit acquisitions for machine(s) up to 250 GB)	\$350.00 per machine
Forensic Analysis	\$225.00 per hour
Media	\$150.00 per HDD
Folder and File Type Filtering <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$50.00 per GB
Early Case Assessment Services	
Clearwell Systems	
Site Set-up (incl. one hrs. of training and up to 5 users)	\$500.00 per project
Data Load (includes de-duplication, indexing, and data organization)	\$400.00 per GB
Clearwell Mos. Access Fee (per GB, per month, pro-rated)	\$30.00 per GB
Near Term Archive (per GB, per month, pro-rated)	\$15.00 per GB

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Site Deactivation and Site Reactivation for Near Term Archive	\$750.00 each
Long Term Archive (burn to media device & deliver to client)	\$175.00 per hour + cost of media device
Clearwell Project Management	\$175.00 per hour
ESI Data Processing	
EDD Processing	
Pre-Culling: includes De-NISTing (system file removal) combined with one of the following services: (De-duplication, date filtering or key term filtering) Any of the additional services may be included at \$50/GB/service. <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$100.00 per GB Additional Services: \$50.00/GB/Service
Data Filtering: Includes de-duplication and/or filtering (key term, file type, date)	\$275.00 per GB
Native Delivery: Includes de-duplication and delivery of Native + Meta + Text	\$595.00 per GB
Image Delivery: Includes de-duplication and delivery of Native + Meta + Text + Image* <i>*A single page image placeholder will be delivered for .xls files. Additional charges may apply if any single file renders greater than 500 pages.</i>	\$850.00 per GB
Image Conversion: Includes conversion of Native files to image	\$0.03 per image
Password Cracking	\$50.00/file
EDD Hosting Services	
Catalyst Secure Hosting	
Catalyst Project Set-Up	\$1,200.00 per project
Data Loading Fee	\$60.00 per GB
Catalyst Variable Monthly Hosting Fee 1) 0GB – 300GB 2) 300GB – 600GB 3) 600GB – 1TB 4) 1TB – 2TB 5) 2TB and up	\$65.00 per GB/mo \$58.00 per GB/mo \$48.00 per GB/mo \$40.00 per GB/mo \$32.00 per GB/mo
Data Hibernation Fees	50% of Variable Hosting Fee
Long Term Data Archive Fees	\$25.00 per GB
Catalyst Base License Fee (monthly) – <i>not applied if data set is 100+ GB</i>	\$500.00 per mo
Catalyst Document Clustering and Near Duplicate Clustering	\$250.00 per GB
Catalyst Search Consultants	\$250.00 per hour

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Catalyst Project Management	\$175.00 per hour
Catalyst Project Management (Senior Consultant)	\$250.00 per hour
Summation	
Site Set-Up Fee: Includes design meeting, case set-up, form creation, user creation for one user, and one hour training	\$500.00 one time fee
Base Monthly Access: Includes up to 10GB of native files, coding, full text (OCR) and images	\$250.00 monthly
Additional Storage: Aggregate storage of native files, coding, full text (OCR) and images	\$35.00 monthly / GB
Data Loading: Aggregate load of native files, coding, full text (OCR) and images	\$50.00 per GB
Additional Users: One time fee	\$250.00 per user
I-Review	
Site Set-Up Fee: Includes creation of viewing project, user and password creation and one half-hour of training and loading of images.	\$250.00 one time fee
Monthly User Fee: Includes up to 50,000 pages	\$100.00 per user / per month
Monthly User Fee: Includes up to 100,000 pages	\$150.00 per user / per month
Monthly User Fee: Includes up to 150,000 pages	\$200.00 per user / per month
Monthly User Fee: Includes up to 200,000 pages	\$250.00 per user / per month
Photocopy & Imaging Services	
Photocopy	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Binding Services (Spiral, Acco, Depo, Velo, and GBC)	\$2.50 per bind
VHS Duplication	\$15.00 per tape
Bates Labeling	\$0.06 per page
Scanning	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page

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Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Electronic Bates Labeling (endorse)	\$0.01 per page
OCR (optical character recognition)	\$0.03 per page
OCR/De-Dupe	\$0.01 per page
Blowback Printing	\$0.06 per page
PDF Conversion	\$0.01 per page
Bates Matching	\$0.01 per page
Media	
Master CD	\$15.00 per disk
Archive CD	\$10.00 per disk
Master DVD	\$25.00 per disk
Archive DVD	\$10.00 per disk
Hard Disk (120+ GB)	\$150.00 per HDD
FTP: Includes up to 700 mb	\$35.00 per load
Coding	
Logical Document Determination	\$0.04 per page
Domestic Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$1.35 per doc
Off-Shore Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$0.75 per doc
Consulting Services – Technical Support	
Project Management / Training	
Staff	\$35.00 per hour
Project Manager	\$175.00 per hour
Technical Processing and Programming (Tech Time)	\$225.00 per hour
e-Discovery Consulting Services	
e-Discovery Plan Consulting (Sr. Consultant)	\$250.00 per hour
e-Discovery Plan Consulting (Professional Consultant)	\$150.00 per hour
e-Discovery Plan Consulting (Technical Consultant)	\$125.00 per hour
Notes	
<i>Gigabytes size calculation for native delivery, image delivery and Clearwell data load is based upon size of source dataset with the exception of matters where source data has been compressed (e.g., zip, pst, etc.) and the resultant post dataset size is greater. In those cases, the</i>	

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post extraction dataset size will be used for GB size calculation. Calculation for GB after data filtering is the total size of the responsive native files. DSI GB Pricing includes the delivery of the client chosen load file. There may be an additional charge if more than one load format is required. There is a required minimum charge of \$175.00 on all e-discovery projects.



Pitney Bowes Management Services,
Document Solutions

September 24, 2010

Chad G. Stowe
Regional Sales Manager
Clearwell Systems, Inc.

RE: Proposal for Converting and Clearwell – NYS Medicaid Fraud

Hi Chad,

Based on our conversation, you have a client Carolyn Pollard at the NYS Medicaid Fraud Control Unit. They have Clearwell boxes internally, which they are using to process Medicaid fraud claims. Carolyn would like pricing for overflow work for other units that may not have a Clearwell box internally. The documents for this matter are in GroupWise and need to be converted to PSTs and processed in Clearwell.

Pitney Bowes is a gold level partner with Clearwell. As a Clearwell Systems Gold Certified Partner, Pitney Bowes has met a rigorous set of requirements and proven the expertise needed to help implement technologies that match their customers' needs. Partners of this status work closely with Clearwell for technical and marketing resources, training and support.

- **Clearwell Gold Partner**
- **Data analysis and reporting (data sizes, breakdown by file types, folders)**
- **Pre-processing filters (date, file size, file type, deduping)**



Pricing for these services is listed below.

PRICING TABLES

CONVERT GROUPWISE		
<i>Service Code</i>	<i>Service</i>	<i>Price</i>
TBD	Set-Up Fee (normally \$300)	Waived
TBD	Tape Restoration of GroupWise Post Office (PO) Email Assumes one (1) GroupWise PO per tape. Assumes PSTs are less than 2GB in size. If PSTs are larger than 2GB then hourly technical analysis fees will apply. Pricing does not include the processing of GroupWise HTR/Remote/Archive formatted data.	\$435/per tape
TBD	Per user instance converted to PST	\$30/per user instance

Note: If there is a large volume of Groupwise to be processed volume discounts may apply.

CLEARWELL, NATIVE OR IMAGE DELIVERY (GOLD LEVEL PROVIDER)		
Service Code	Service	Price
CEL000	Clearwell – Pre-Processing Module <ul style="list-style-type: none"> Filter data by custodian, date, strong file type, and file size Includes one-click filtering of custom file and “NIST list” items Pre-processing analytics visually summarize overall document set characteristics and present detailed analysis by custodian, timeline, and file type 	No charge
CEL001 CEL002 CEL101 (tiered price of \$310) CEL015	Clearwell – Processing, Analysis, and Review <ul style="list-style-type: none"> Extract Data MD5 Hash De-duplication OCRing image-only natives Filtering Searching Analysis Tagging Review module has decision-tree tagging; nested folders, native viewer, 'related items' window, persistent hit highlighting, dual-monitor support, and breadcrumb navigation Documents can be tiffed or PDFed, redacted, Bates stamped, and produced (all included in GB charge) <p>The GB charge is applied to the amount of extracted (uncompressed) data processed.</p>	\$350/GB + \$150/hour for all consulting and technical support Tiffs on the fly: No charge
CEL008	Hosting in Clearwell <p>The GB charge is applied to the amount of extracted data crawled in the Processing module. It begins to apply the day we crawl data.</p>	\$25/GB/month
CEL005	Native Delivery <ul style="list-style-type: none"> Output Meta Data, Full Text, and Native File Links in Standard Deliverable Format, such as Concordance, ReviewESI, or Summation, with Standard Meta Data Fields 	No charge for standard deliverable; custom export is \$150/hour
CEL004	TIFF/PDF Delivery (of Native Files Exported from Clearwell) <ul style="list-style-type: none"> Automated Spreadsheet Formatting Output Images, Meta Data, Full Text, and Native File Links in Standard Deliverable Format, such as Concordance, ReviewESI, or Summation, with Standard Meta Data Fields <p>This price would apply whether we tiffed all files exported from Clearwell or we tiffed a subset of files following a native delivery.</p>	\$.015/page

CLEARWELL, NATIVE OR IMAGE DELIVERY (GOLD LEVEL PROVIDER)		
Service Code	Service	Price
CEL012	Automated Password Cracking	\$5/file
CR006	Image Endorsement (e.g., number or confidential stamp; would apply to production sets generated outside of Clearwell)	\$.01/endor/pg
CEL009	Training at Client Location (Standard Clearwell manuals included)	\$1,500/day + expenses
CEL010	On-line Training (Standard Clearwell manuals included)	\$500/up to 4 Internet connections
CEL011	Each Additional Connection	\$125/connection

OTHER SERVICES

DATA AND IMAGE DELIVERY		
Service Code	Service	Price
CR019 CR022	CD Media – Master and Copy CDs	No charge for masters; copies are \$19/CD
CR020 CR023	DVD Media – Master and Copy DVDs	No charge for masters; copies are \$29/DVD
CR021 CR024	External Hard Drive – Master and Copy HDs	\$200/HD
CR093 CR094	Flash Drive – Master and Copy FDs (8 GB drive)	\$59/FD
CR025	FTP Transfer of Deliverable	\$.02/MB
CR026	Weekly Data Loads – One Format	No Charge
CR026	Additional Data Loads or Formats	\$250/format/ Load

Please contact me if you have any questions or comments. I can be reached at 888-325-9686 or suzanne.morrow@pb.com. I look forward to working with you on this matter.

Sincerely,

Suzanne Morrow
Senior Legal Solutions Consultant

w/attachments

APPENDIX A - Service Detail Form and Billing Information**Project Overview**

Restore Groupwise email so it can be loaded into the Clearwell eDiscovery Platform for Pre-processing, Processing and Analysis and Review.

Groupwise

Service Type	Price
Project Setup	\$325
Restore GroupWise TBD GroupWise Post Offices	\$450 per PO
Convert TBD custodians to PST	\$50/PST Created

Clearwell Processing:**Clearwell – Case Setup**

Service Type	Price
Case Setup	Waived

Clearwell – Pre-Processing Module

Service Type	Price
1GB-1TB	Included

Clearwell – Processing, Analysis and Review

Service Type	Price
Processing/Analysis/Review Module (1-250GBs)	\$450.00 per GB
Processing/Analysis/Review Module (251-1TB)	\$400.00 per GB
Data Hosting (After 180 Days)	\$20.00 per GB
Technical Labor/Project Management	\$125.00 per Hour

Production – (Responsive Data from Clearwell after Review)

Service Type	Price
Conversion of Responsive Data to TIFF with Full Text/Metadata	\$800.00 per GB
CD,DVD	\$25 per Disc
Bates Label	\$0.01 per Page
OCR	\$0.02 per Page



Document Technologies, Inc.
1635 Market Street, Suite 410
Philadelphia, PA 19103

Based on the project scope and requirements that you have outlined, we are pleased to propose the following pricing structure; should the scope of the project change, or should you be interested in exploring other processing and/or review options, we would be pleased to discuss additional alternatives with you.

PRICING FOR SERVICES:

GroupWise Conversion, Searching and Culling Within Clearwell, Followed by a Native-Based/TIFF Review within Concordance		
Service Description	Cost Per Unit	Unit of Measure
Phase I: GroupWise Conversion		
Restoration(if Needed)	\$1500.00	One Time Fee
Conversion for Downstream Processing	\$50.00	Per Mailbox
Phase II: Searching, Culling, Hosting within Clearwell		
Clearwell Ingestion Fees	\$400.00	Per Uncompressed GB
Clearwell User License Fee	\$135.00 (Waived for 90 Days-First Five Users)	Per User/Per Month
Clearwell Data Storage Fee	\$45.00 (Waived for 90 Days)	Per GB/Per Month
Export of Responsive Data for Further Linear Review	\$100.00	Per Uncompressed GB
Phase III: Conversion of Resulting Records		
Export & Package for Concordance	\$250.00	Per Uncompressed GB
Custom Post-Processing(if requested)	\$150.00	Per hour
Tiff Conversion	\$700.00	Per Uncompressed GB
Client Requested Manual Rendering (if Required)	\$150.00	Per Hour
Phase IV: Other Costs		
Service Description	Cost Per Unit	Unit of Measure
Project Management	\$150.00	Per Hour
Technical Services	\$150.00	Per Hour
Creation of Deliverable Volumes	\$50.00	Per DVD Volume
	\$250.00	Per HDD
Shipping		At Cost




OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Alma Chilton
E-mail : alma.chilton@tn.gov

DATE : October 6, 2010

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31865-00330
OIR Endorsement Signature & Date:
 Chief Information Officer
10/7/10
NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Finance and Administration Bureau of TennCare
Agency Contact (name, phone, e-mail)	Alma.chilton@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name): Brent Antony	

Applicable RFS # 31865-00330

Required Attachments (as applicable – copies without signatures acceptable)

- ☒ RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- ☐ Original Contract/Grant or Amendment
- ☒ Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

As required by federal court order TennCare is contracting for the provision of scanning, electronic discovery processing and other litigation support services. These services include, but are not limited to, support, resources, hardware and software necessary to the performance of this contract, forensic collection of custodian e-mail and/or custodian workstation and/or files located on servers and/or workstations. All data that is collected and processed shall be loaded on to a server where all of the data will be indexed, deduplicated using an MD-5 algorithm, and searched using TennCare provided search terms. The contract is essentially identical to the current one that is in place and was reviewed and approved by OIR last year. Should we transfer secure data during on going court case, we could be considered to be in violation of court.



E-Health Pre-Approval Endorsement Request E-Mail Transmittal

TO : Lovel VanArsdale, Office of e-Health Initiatives
Department of Finance & Administration
E-mail : Lovel.Vanarsdale@tn.gov

FROM : Alma Chilton
E-mail : alma.chilton@tn.gov

DATE : October 6, 2010

RE : Request for eHealth Pre-Approval Endorsement

Applicable RFS # 31865-00330

Office of e-Health Initiatives Endorsement Signature & Date:

Alma Chilton

10/11/2010

Office of e-Health Initiatives

Office of e-Health Initiatives (eHealth) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. This request seeks to ensure that eHealth is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate eHealth endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Bureau of TennCare
Agency Contact (name, phone, e-mail)	Alma Chilton 507-6384 alma.chilton@tn.gov
Required Attachments (as applicable – copies without signatures acceptable) <input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request <input type="checkbox"/> proposed contract or amendment	
Medical/Mental Health-Related Service Description As required by federal court order TennCare is contracting for the provision of scanning, electronic discovery processing and other litigation support services. These services include, but are not limited to, support, resources, hardware and software necessary to the performance of this contract, forensic collection of custodian e-mail and/or custodian workstation and/or files located on servers and/or workstations. All data that is collected and processed shall be loaded on to a server where all of the data will be indexed, deduplicated using an MD-5 algorithm, and searched using TennCare provided search terms. The contract is essentially identical to the current one that is in place and was reviewed and approved by e-Health last year. Should we transfer secure data during on going court case, we could be considered to be in violation of court.	

Non-Competitive Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

The proposed contract shall not begin before the date that this request is approved.

Request Tracking #	31865-00330		
Procuring Agency	Department of Finance and Administration, Bureau of TennCare		
Proposed Contractor	Document Solutions of Nashville, Inc.		
Proposed Contract Period (with ALL options to extend exercised)	60 months		
Maximum Contract Cost (with ALL options to extend exercised)	\$ 5,000,000.00		
Office for Information Resources Endorsement (information technology service; N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached	
eHealth Initiative Support (health-related professional, pharmaceutical, laboratory, or imaging service)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached	
Human Resources Support (state employee training service)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached	
Procuring Agency Previously Procured the Subject Service <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input checked="" type="checkbox"/> Non-Competitive Negotiation			
Service Description (brief summary only-- do NOT restate the proposed scope of service) <p>As required by federal court order TennCare is contracting for the provision of scanning, electronic discovery processing and other litigation support services. These services include, but are not limited to, support, resources, hardware and software necessary to the performance of this contract, forensic collection of custodian e-mail and/or custodian workstation and/or files located on servers and/or workstations. All data that is collected and processed shall be loaded on to a server where all of the data will be indexed, deduplicated using an MD-5 algorithm, and searched using TennCare provided search terms.</p>			
Explanation of Need for or Requirement Placed on the State to Acquire the Service <p>TennCare originally contracted with Document Solutions, Inc. following the District Court's 2006 Order in <i>John B. v. Goetz</i> requiring the State to produce requested discovery materials in electronic form. In order to comply with the Court's Order, the State utilized DSI to help harvest, process, de-duplicate, keyword search, date filter and ultimately load onto a review database known as Catalyst, hundreds of gigabytes</p>			

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<p>of data for review and production. The processing, de-duplication, keyword searching, etc. performed by DSI and/or its contractors was done using proprietary software.</p>	
<p>Name & Address of the Contractor's Principal Owner(s) <i>(NOT required for a TN state education institution)</i></p> <p>Tom Turner, President Document Solutions of Nashville, Inc. 414 Union Street, Suite 1210 Nashville, TN 37219</p>	
<p>Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Document Solutions, Inc. is a full service Litigation Support and Corporate Document Management Company that has been serving law firms, corporate counsels, and corporate and professional organizations throughout the U.S. since 1999. Their clients consist of some of the world's largest companies and law firms and they have managed projects ranging from just a few thousand pages to several million documents. As a result of the District Courts 2006 in <i>John B v. Goetz</i>, DSI has provided TennCare with a broad range of technology services including forensics, data collection, electronic discovery processing, online hosting, scanning, coding, load file creation, electronic document productions, data manipulation, software sales and support, trial support, training, as well as the full range of traditional photocopying services. Their secure facilities are located in downtown Nashville and feature monitored surveillance, state-of-the-art entry and security system, a diesel-powered generator ensuring 99.98% uptime, conference rooms, and a data processing center.</p>	
<p>Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Due to federal court order to electronically provide and secure data, the State of Tennessee is compelled to continue the contractual relations with DSI to secure data in the ongoing court case. Therefore, no other contractor was identified to perform the services of this contract.</p>	
<p>Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>TennCare originally contracted with Document Solutions, Inc. following the District Court's 2006 Order in <i>John B. v. Goetz</i> requiring the State to produce requested discovery materials in electronic form. In order to comply with the Court's Order, the State utilized DSI to help harvest, process, de-duplicate, keyword search, date filter and ultimately load onto a review database known as Catalyst, hundreds of gigabytes of data for review and production. The processing, de-duplication, keyword searching, etc. performed by DSI and/or its contractors was done using proprietary software. This means that for any future additional discovery either from this same processed data or from additional data that the State would like compared to the originally processed data, unless the State continues to contract with DSI it will either a) have to pay another vendor to replicate the work that DSI has already performed or b) will not be able to de-duplicate and compare new data against the data already processed for review. Since the State has already paid to have the originally harvested data processed as described above, it would be extremely wasteful and expensive to reprocess that data using a new vendor. Not being able to de-duplicate and compare new data against data already processed is also not a sound option since that too increases costs. The more de-duplication that can be done the less data there is to review, which saves processing costs and the costs of attorney's time spent reviewing the data. The possibility that the State may have to engage in future discovery that would require the use of the data DSI has already processed and is maintaining for the State is substantial. The e-discovery protocols worked out with Plaintiffs' counsel and the Court permitted the Plaintiffs to initially request discovery from the electronic files of 50 priority custodians. The protocol, however, provides for additional discovery of up to 50 additional custodians. While the State has some valid arguments that no additional discovery beyond the 50 originally identified custodians should be permitted, there is certainly a possibility that the Court would order such additional discovery. Additionally, an important reason to retain DSI as the State's e-discovery vendor for this case</p>	

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is that the e-discovery protocol ordered by the Court allows for Plaintiffs' counsel through Plaintiffs' e-discovery expert to conduct inspections of the work that DSI has performed. Retaining DSI as TennCare's e-discovery vendor will help facilitate any such inspection and insure DSI is in the best possible position to explain the work it has done to the satisfaction of the Court.

DSI assisted the State in loading processed data onto the review database known as Catalyst and assisted the State in producing from Catalyst those non-privileged documents found to be responsive to Plaintiffs' discovery requests. DSI has the historical information and data related to what was produced from Catalyst. This is data and information it is important for the State to maintain both for purposes of possible future discovery inspections and/or for use in litigating the merits of *John B.* In addition, DSI continues to serve as TennCare's consultant for determining how best to utilize Catalyst and for adding additional materials to that database when necessary. DSI is the entity contracted with Catalyst, not TennCare. While another e-discovery vendor could presumably also contract with Catalyst, since it is a proprietary database the pricing they offer would be the same regardless of vendor.

Agency Head Signature and Date *(MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances)*

M. J. Goetz *10/8/10*



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date December 15, 2010	End Date December 14, 2013	Agency Tracking # 31865-00330	Edison ID
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Contractor Legal Entity Name Document Solutions of Nashville, Inc.	Registration ID 0000080509
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Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 93.778 Dept of Health and Human Services/Title XIX	FEIN or SSN 621769387
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Service Caption (one line only) Scanning, Electronic Discovery Processing, and other Litigation Support Services
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$250,000.00	\$250,000.00			\$500,000.00
2012	\$500,000.00	\$500,000.00			\$1,000,000.00
2013	\$500,000.00	\$500,000.00			\$1,000,000.00
2014	\$250,000.00	\$250,000.00			\$500,000.00
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female
☐ Person w/Disability ☐ Small Business ☐ Government ☒ NOT Minority/Disadvantaged
☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.

☐ Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

☐ Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

☒ Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

☐ Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE - FA

Speed Code TN00000130 **Account Code** 70803000

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and Document Solutions of Nashville, Inc., hereinafter referred to as the "Contractor," is for the provision of scanning, electronic discovery processing and other litigation support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for profit corporation.

Contractor Federal Employer Identification, Social Security or Edison Registration ID#: 621769387

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide scanning, early case assessment, electronic discovery processing and other litigation support services.
- A.3. The Contractor shall provide support, resources, hardware and software necessary to the performance of this contract, including but not limited to, forensic collection of custodian e-mail and/or custodian workstation and/or files located on servers and/or workstations.
- A.4. The Contractor shall work with the TennCare to determine specifically which custodians and what data types should be collected and processed in regards to any collected Electronically Stored Information (ESI).
- A.5. The Contractor shall process all data collected and load it on to a server where all of the data will be indexed, deduplicated using an MD-5 has algorithm, and searched using client provided search terms.
- A.6. The Contractor shall perform functions which shall include, but not limited to, the following:
 - a. Search the collected data set using client provided search terms;
 - b. Provide conversion to desired format(s);
 - c. Password cracking;
 - d. Exception file handling;
 - e. Tape restoration;
 - f. Data conversion;
 - g. Web hosting;
 - h. Forensic imaging of workstations and servers;
 - i. Forensic analysis and data recovery, and
 - j. Project management services.
- A.7. The Contractor shall provide services that assist with paper discovery. These services will supplement the Electronic Discovery services, and will allow the State to effectively manage large volumes of hard copy productions, those documents produced by the State's Managed Care

Organizations. At a minimum, these documents are to be scanned and loaded into review platform of choice for review. Services listed below will be done at State's request:

- a. Optimal Character Recognition or OCR;
- b. Logical Unitization or LDD (Refer to Attachment 1, Example Unitization Rules);
- c. Optical Character Recognition (OCR) De-Dupe;
- d. Coding (Standard Bibliographic) – (Refer to Attachment 2, Sample Coding Manual);
- e. Catalyst Clustering;
- f. Scanning;
- g. Bates Labeling (by hand);
- h. Photocopying;
- i. DVD Creation;
- j. CD Creation;
- k. Binding (Acco, Depo, GBC, Tape, Velo, Plasticoil);
- l. Electronic Endorsement;
- m. PDF Conversion;
- n. Bates Matching;
- o. VHS Duplication;
- p. Blowbacks; and
- q. Color Photocopying.

Should the State determine additional services are required to fulfill the requirements of the State's obligations to the Court, these shall be incorporated into this document under later amendment.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2013. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million Dollars (\$3,000,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the

Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Tape Restoration Services	
Project Setup Fee	\$500.00 per project
High Level Catalog	\$150.00 per tape
Low Level Catalog	\$225.00 per tape
Tape Restoration of GroupWise Post Office (PO) Email	\$525.00 per PO/tape
Conversion to PST (mailboxes may be split creating multiple PSTs per source mailbox)	\$50.00 per PST
File Server Tape Restoration	\$350.00 per tape
Media Storage Per Project	\$7.50 per tape per mos.
Forensic Collection Services	
Forensic Imaging (includes live data or bit by bit acquisitions for machine(s) up to 250 GB)	\$350.00 per machine
Forensic Analysis	\$225.00 per hour
Media	\$150.00 per HDD
Folder and File Type Filtering <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$50.00 per GB
Early Case Assessment Services	
Clearwell Systems	
Site Set-up (incl. one hrs. of training and up to 5 users)	\$500.00 per project
Data Load (includes de-duplication, indexing, and data organization)	\$400.00 per GB
Clearwell Mos. Access Fee (per GB, per month, pro-rated)	\$30.00 per GB
Near Term Archive (per GB, per month, pro-rated)	\$15.00 per GB
Site Deactivation and Site Reactivation for Near Term Archive	\$750.00 each

Long Term Archive (burn to media device & deliver to client)	\$175.00 per hour + cost of media device
Clearwell Project Management	\$175.00 per hour
ESI Data Processing	
EDD Processing	
Pre-Culling: includes De-NISTing (system file removal) combined with <u>one</u> of the following services: (De-duplication, date filtering or key term filtering) Any of the additional services may be included at \$50/GB/service. <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$100.00 per GB Additional Services: \$50.00/GB/Service
Data Filtering: Includes de-duplication and/or filtering (key term, file type, date)	\$275.00 per GB
Native Delivery: Includes de-duplication and delivery of Native + Meta + Text	\$595.00 per GB
Image Delivery: Includes de-duplication and delivery of Native + Meta + Text + Image* <i>*A single page image placeholder will be delivered for .xls files. Additional charges may apply if any single file renders greater than 500 pages.</i>	\$850.00 per GB
Image Conversion: Includes conversion of Native files to image	\$0.03 per image
Password Cracking	\$50.00/file
EDD Hosting Services	
Catalyst Secure Hosting	
Catalyst Project Set-Up	\$1,200.00 per project
Data Loading Fee	\$60.00 per GB
Catalyst Variable Monthly Hosting Fee 1) 0GB – 300GB 2) 300GB – 600GB 3) 600GB – 1TB 4) 1TB – 2TB 5) 2TB and up	\$65.00 per GB/mo \$58.00 per GB/mo \$48.00 per GB/mo \$40.00 per GB/mo \$32.00 per GB/mo
Data Hibernation Fees	50% of Variable Hosting Fee
Long Term Data Archive Fees	\$25.00 per GB
Catalyst Base License Fee (monthly) – <i>not applied if data set is 100+ GB</i>	\$500.00 per mo
Catalyst Document Clustering and Near Duplicate Clustering	\$250.00 per GB
Catalyst Search Consultants	\$250.00 per hour
Catalyst Project Management	\$175.00 per hour
Catalyst Project Management (Senior Consultant)	\$250.00 per hour

Summation	
Site Set-Up Fee: Includes design meeting, case set-up, form creation, user creation for one user, and one hour training	\$500.00 one time fee
Base Monthly Access: Includes up to 10GB of native files, coding, full text (OCR) and images	\$250.00 monthly
Additional Storage: Aggregate storage of native files, coding, full text (OCR) and images	\$35.00 monthly / GB
Data Loading: Aggregate load of native files, coding, full text (OCR) and images	\$50.00 per GB
Additional Users: One time fee	\$250.00 per user
I-Review	
Site Set-Up Fee: Includes creation of viewing project, user and password creation and one half-hour of training and loading of images.	\$250.00 one time fee
Monthly User Fee: Includes up to 50,000 pages	\$100.00 per user / per month
Monthly User Fee: Includes up to 100,000 pages	\$150.00 per user / per month
Monthly User Fee: Includes up to 150,000 pages	\$200.00 per user / per month
Monthly User Fee: Includes up to 200,000 pages	\$250.00 per user / per month
Photocopy & Imaging Services	
Photocopy	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Binding Services (Spiral, Acco, Depo, Velo, and GBC)	\$2.50 per bind
VHS Duplication	\$15.00 per tape
Bates Labeling	\$0.06 per page
Scanning	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.

Electronic Bates Labeling (endorse)	\$0.01 per page
OCR (optical character recognition)	\$0.03 per page
OCR/De-Dupe	\$0.01 per page
Blowback Printing	\$0.06 per page
PDF Conversion	\$0.01 per page
Bates Matching	\$0.01 per page
Media	
Master CD	\$15.00 per disk
Archive CD	\$10.00 per disk
Master DVD	\$25.00 per disk
Archive DVD	\$10.00 per disk
Hard Disk (120+ GB)	\$150.00 per HDD
FTP: Includes up to 700 mb	\$35.00 per load
Coding	
Logical Document Determination	\$0.04 per page
Domestic Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$1.35 per doc
Off-Shore Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$0.75 per doc
Consulting Services – Technical Support	
Project Management / Training	
Staff	\$35.00 per hour
Project Manager	\$175.00 per hour
Technical Processing and Programming (Tech Time)	\$225.00 per hour
e-Discovery Consulting Services	
e-Discovery Plan Consulting (Sr. Consultant)	\$250.00 per hour
e-Discovery Plan Consulting (Professional Consultant)	\$150.00 per hour
e-Discovery Plan Consulting (Technical Consultant)	\$125.00 per hour
Notes	
<i>Gigabytes size calculation for native delivery, image delivery and Clearwell data load is based upon size of source dataset with the exception of matters where source data has been compressed (e.g., zip, pst, etc.) and the resultant post dataset size is greater. In those cases, the post extraction dataset size will be used for GB size calculation. Calculation for GB after data filtering is the total size of the responsive native files. DSI GB Pricing includes the delivery of the client chosen load file. There may be an additional charge if more than one load format is required. There is a required minimum charge of \$175.00 on all e-discovery projects.</i>	

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. All invoices shall be processed for payment within five (5) days of receipt by TennCare.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- 310 Great Circle Road
Nashville, TN 37243
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Bureau of TennCare, Office of General Counsel;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
 - vi. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) Include only charges for service described in Contract Section A and in Accordance with payment terms and conditions set forth in Contract Section C;
 - (2) Not include any future work but will only be submitted for completed service; and
 - (3) Not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or

Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the

State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
Deputy Commissioner
Department of Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
darin.j.gordon@state.tn.us
(615) 507-6443 (Phone)
(615) 741-0882 (Fax)

The Contractor:
Tom Turner, President
Document Solutions of Nashville, Inc.
414 Union Street, Suite 1210
Nashville, TN 37219
tturner@dsionline.biz

(615) 255-5343 (Phone)
(615) 255-4160 (Fax)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including, but not limited to, any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not

violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:
 - 1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
 - 2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
 - 3. Timely Reporting of Violations in Use and Disclosure of PHI; and
 - 4. Timely Reporting of Security Incidents.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH.
- E.13. Intellectual Property. Neither party shall acquire any rights in the other party's Confidential Information under this Contract except the limited rights necessary to perform or carry out the intended purposes set forth in this Contract. This Contract grants no license by either party to the other, either directly or by implication, estoppel or otherwise.
- E.14. Use of Information Provided by TennCare. Contractor shall not use any information obtained pursuant to this Contract in any manner except as necessary for the proper discharge of its obligations and rights under this Contract.

- E.15. Retention of Information or Data. Upon the written request of TennCare, the Contractor shall promptly return to TennCare any and all Confidential Information delivered in connection with the Transaction and/or Services, including all copies thereof or extracts therefrom held by the Contractor, except that to the extent Confidential Information is contained in analyses, compilations, forecasts, studies or other documents prepared by the Contractor or its Representatives ("Reports"), such Reports will be retained by the Contractor and kept confidential subject to the terms of this Contract, or will be destroyed upon the request of TennCare and such destruction will be confirmed in writing.
- E.16. Duty to Protect. Confidential Information (i) will be held by the Contractor in strictest confidence at all times; (ii) will not be disclosed or divulged by the Contractor to any person or entity, except those employees and agents of the Contractor who require access to such information, and only after those employees and agents have been instructed that the information is subject to the confidentiality obligations set forth herein; and (iii) will not be used by the Contractor for any purpose not set forth herein or otherwise authorized in writing by TennCare. The Parties will diligently exercise the highest degree of care to preserve the security and integrity of, and prevent unauthorized access to, the Confidential Information. By executing this Contract, the Contractor and TennCare assure that each respective organization has established written policies and procedures relating to confidentiality, including the confidentiality of medical records. The Contractor and TennCare further assure, by executing this Contract, that its respective organization has implemented administrative, technical and physical safeguards and mechanisms that protect against the unauthorized or inadvertent disclosure of confidential information to any person or entity outside its organization. All documents or information, (whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression) will be housed at the site of the Contractor during all stages of the process.
- E.17. Disclosure. If the Contractor or any of its Representatives, or anyone to whom the Contractor transmits the Confidential Information, becomes legally obligated (by oral questions, interrogations, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the Contractor will use its best efforts to provide TennCare with prompt written notice so that TennCare may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If such protective order or other remedy is not obtained, or if TennCare waives compliance with the provisions of this Contract, the Contractor or its Representatives will furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise its diligent efforts to obtain reliable assurance, to the extent that such assurance can be obtained, that confidential treatment will be accorded the Confidential Information.
- E.18. Tennessee Bureau of Investigation Medicaid Fraud and Abuse Unit (MFCU)
Access to Contractor and Provider Records Office of TennCare Inspector General Access to Contractor, Provider, and Enrollee Records

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, MFCU and TennCare OIG shall be health oversight agencies as defined at 45 C.F.R. §§ 164.501 and 164.512(d) and 65 F.R. § 82462. When acting in their respective capacities as health oversight agencies and in compliance with federal regulations, MFCU and TennCare OIG do not need enrollee authorization to obtain enrollee protected health information (PHI). Because MFCU and TennCare OIG will request the information mentioned above for health oversight activities, "minimum necessary" standards do not apply to disclosures to MFCU or TennCare OIG that are required by law. See 45 C.F.R. §§ 164.502(b)(2)(iv), 164.502(b)(2)(v), and 164.512(d).

The Contractor shall immediately report to MFCU all factually based known or suspected fraud, abuse, waste and/or neglect of a provider or Contractor, including, but not limited to, the false or fraudulent filings of claims and/or the acceptance or failure to return money allowed or paid on claims known to be false or fraudulent. The Contractor shall not investigate or resolve the suspicion, knowledge or action without informing MFCU, and must cooperate fully in any investigation by MFCU or subsequent legal action that may result from such an investigation.

The Contractor and all its health care providers who have access to any administrative, financial, and/or medical records which relate to the delivery of items or services for which TennCare monies are expended, shall, upon request, make them available to MFCU or TennCare OIG. In addition, the MFCU must be allowed access to the place of business and to all TennCare records of any Contractor or health care provider, during normal business hours, except under special circumstances when after hour admission shall be allowed. MFCU shall determine any and all special circumstances.

The Contractor and its participating and non-participating providers shall report TennCare enrollee fraud and abuse to TennCare OIG. The Contractor and/or provider may be asked to help and assist in investigations by providing requested information and access to records. Shall the need arise, TennCare OIG must be allowed access to the place of business and to all TennCare records of any TennCare Contractor or health care provider, whether participating or non-participating, during normal business hours.

The Contractor shall inform its participating and non-participating providers that as a condition of receiving any amount of TennCare payment, the provider must comply with this Section of this Contract regarding fraud, abuse, waste and neglect.

IN WITNESS WHEREOF:

DOCUMENT SOLUTIONS OF NASHVILLE, INC.:

Tom Turner, President

DATE

**DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**

M. D. Goetz, Jr., Commissioner

DATE

ATTACHMENT 1 **Example Utilization Rules**

General Instructions

Logical Document Determination Item	Instruction
Attachment Range Determination	If the author's original intent is not clear, binding elements will be used as an alternative for determining attachment relationships.
Consecutive Single / Loose pages	<ul style="list-style-type: none"> • If there is a series of loose pages, the Contractor will review pages and logically determine document/ attachment relationship. • If an attachment relationship cannot be established between loose pages, the Contractor will treat as a series of individual documents with no attachment relationship between loose pages or surrounding documents.

Determination by Format

The following document format conventions will be used to determine a document's logical association with the next document in the collection.

Document Determination Item	Instruction
Pagination	Pagination will take precedence over the appearance of a new document. Paginated documents will not be divided (regardless of gaps in the pagination).
Table of Contents, Appendices, Indices, etc.	If a document contains a Table of Contents that explicitly refers to the contents, the Contractor will treat the document as ONE document.
Interrupted page numbering	Internal page numbering (not bates numbers) 1,2,3,4 new doc, 5,6,7 will be separated into 3 different documents. An attachment relationship will be established among the three documents.

Determination by Author's Intent

The following instructions will be used to assist in determining a document's logical association with the next document in the collection by reviewing the document's content looking for explicit references by the author to an attachment.

Document Determination Item	Instruction
Author's Intent	<p>Author's Intent will always take precedence when establishing attachment relationships. The Contractor will use the following rules to determine whether a series of documents should be treated as one record or divided into multiple records:</p> <ul style="list-style-type: none">• Explicit References in the Body of a Document: Phrases such as "Attached" or "Enclosed" usually indicate that the pages that follow are somehow related. The Contractor will review the body of a document to see if other documents are referenced.• Cover Letters and Table of Contents: If a cover letter or Table of Contents explicitly refers to other documents, review the proceeding document to see if there is a relationship.• Reference or ID numbers: Consecutive documents that consistently reference the same ID number are typically related (unless an entire file folder refers to the same ID number) and will be treated as an attachment range.• Subject Matter: Although subjective, a series of documents at times may have similar subject matters. If a series of documents have similar subject matter and are physically bound to one another, establish an attachment relationship.

Determination By Document Type

The document types listed in the following tables will be used to assist in determining a document's logical association with the next document in the collection.

Document Type	Instruction
Cover Letters and Attachments	Cover Letters that explicitly reference attached documents will be treated as the first record of an attachment range. Each document attached to the cover letter will be treated as a single record within the attachment range.

Fax Cover Sheets	Fax Cover Sheets that explicitly refer to attached documents will be treated as the first document of an attachment range. If attachments are not obviously apparent by the message on the fax cover sheet, fax header lines at the top of a page(s) will be used to determine relationships to fax cover sheets.
Envelopes, Certified Mail Receipts, and Courier slips (ex. FedEx and UPS slips)	Envelopes, Certified Mail Receipts and Courier slips will be grouped with their corresponding pages as the last page(s) of the document.
Distribution Lists	Distribution lists will not be separated from the document that is sent for distribution.
Agreement / Contract	The contract and each amendment, addendum, exhibit and schedule will be treated as one record.
Binders and Binder tabs	Binders that have unique documents (i.e. the documents have an independent existence outside of the binder), document breaks will be inserted accordingly. A binder will be treated as one document only if the binder contains a title page, table of contents and the documents do not have an independent existence outside of the binder. In other words, A Binder that serves the purpose of a "Cover" to a unique document (i.e. Book, Volume, Report, Manual, etc) that often contains a Table of Contents/Index or an informative Cover Title will be coded as one document.
Manuals / Reports	Manuals and reports will be treated as one document.
File Folders	File Folders will be treated as a stand-alone, single page document.

Charts / Graphs	<p>A continuous series of charts or graphs will be divided into documents by subject matter.</p> <p>The following criteria will be used to determine whether charts will be kept as one document or divided into multiple documents:</p> <ul style="list-style-type: none"> • Pagination • ID Number • Date Range of reports • Subject matter
Pleadings / Affidavits / Court Papers	The pleading will be defined as the parent document and exhibit and/or supporting documentation will be separated as individual documents and attached to the pleading.

Presentation Slides	Presentation slides that deal with a variety of subjects and are used for one presentation will be treated as a single record.
Financial Reports	A continuous series of financial reports will be divided by subject matter. The following criteria will be used in determining whether multiple financial reports will be kept as one record or divided into multiple records: <ul style="list-style-type: none"> • Pagination • ID Number • Date Range of reports • Subject matter
Travel & Expense Report / Itineraries	All tickets and receipts will be treated as a single record with its itinerary.
Foreign Documents	The Contractor will rely on physical boundaries for foreign documents.

Consecutive Print-outs of Emails	The Contractor will treat emails threads as one record.
Consecutive Print-outs of Emails	The Contractor will read into the content of emails to determine whether the emails should be treated as one document or if emails should be divided and an attachment relationship established accordingly.
Phone Books	Treat as one document. Do not break up.
Patent Figures or Diagrams	<i>Figures or Diagrams attached to Patents:</i> This will not be a separate document, but will be included with the text of the patent. <i>Certificates of Corrections:</i> Certificates of Corrections that are attached to patents will be treated as separate documents within an attachment range
Patent File Histories	Patent File Histories will be kept as one attachment range. Document breaks will be inserted into Patent File Histories based on unique attributes.
Schematics/Technical Drawings	Information in the legend (revision numbers, unique identification numbers, part / product numbers, sites and/or locations) will be compared to determine whether a series of drawings should be kept as one document.

ATTACHMENT 2 Sample Coding Manual

The following will outline in detail the fields the Contractor will code from the document collection as well as provide the parameters under which our coding team will work.

GENERAL RULES REGARDING EMAIL STRINGS

Strings of email messages unitized as single documents will be coded following these guidelines:

- Enter the date from the latest email in the docdate field.
- Review the author fields of ALL the emails in the string and code up to 10 authors starting with the latest email followed by all previous messages.
- Review the recipient fields of ALL the emails in the string and code up to 10 recipients starting with the latest email followed by all previous messages.
- Review the cc/bcc fields of ALL the emails in the string and code up to 10 cc/bcc names starting with the latest email followed by all previous messages.

1.	FIELD NAME: begno FIELD TYPE: Text – Single Entry FORMAT: AAA##### DESCRIPTION: This field captures the image key assigned to the first page of a document. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process. required (y/n): Yes open issues: None
----	--

2.	FIELD NAME: endno FIELD TYPE: Text – Single Entry FORMAT: AAA##### DESCRIPTION: This field captures the image key assigned to the last page of a document. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process. required (y/n): Yes open issues: None
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3.	FIELD NAME: begatt FIELD TYPE: Text – Single Entry FORMAT: AAA##### DESCRIPTION: This field captures the image key assigned to the first page of the first document within an attachment range. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process. required (y/n): No open issues: None
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4.	FIELD NAME: endatt FIELD TYPE: Text – Single Entry
----	---

FORMAT: AAA#####
DESCRIPTION: This field captures the image key assigned to the last page of the last document within an attachment range. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process.
required (y/n): No
open issues: None

5. **FIELD NAME:** docdate
FIELD TYPE: Date – Single Entry
FORMAT: MM/DD/YYYY
DESCRIPTION: This field captures the document creation date. Validation behind this field only accepts dates entered in the above format, helping to ensure data accuracy and consistency.
required (y/n): Yes
coding instructions: Review each document page to determine the document date. In the case of multiple dates on the primary document, the earliest date will be coded. Any missing date information will be zero filled (e.g. January 1995 will be coded as 01/00/1995). If a document is undated, a reasonable attempt at determining at least a year value should be made. If a reasonable attempt at determining a year value has failed, 00/00/0000 will be coded. When a document is dated by quarter, the following dates will be coded:
 1st Quarter 03/31/YYYY
 2nd Quarter 06/30/YYYY
 3rd Quarter 09/30/YYYY
 4th Quarter 12/31/YYYY
open issues: None

6. **FIELD NAME:** doctype
FIELD TYPE: Text – Single Entry
FORMAT: Values defined in a lookup table
DESCRIPTION: This field captures the most appropriate document type from a supplied list of applicable values which will be loaded into a lookup table. Automated data entry validation only accepts entry of a value selected from the lookup table
required (y/n): Yes
coding instructions: Review each page to determine the most appropriate document type and select it from the lookup table pick list. Multiple document types can be coded per document. Use the descriptions listed below to determine the most applicable document type.

DOCUMENT TYPE	DESCRIPTION
Agreement	Contract, Agreement, Letter Agreement, Amendment (includes drafts and unsigned), Deed, Mortgage, Lease, Legal Descriptions of Property and other Real Estate Documents.
Article	Newspaper Article, News Bulletin, Press Release, and Similar Types of Published Literature.
Brochure	Company Brochure, Advertisement, and similar types of literature.

Calendar	Diary, Calendar and Schedule.
Email	Printout of an Electronic Mail Message.
Fax	Facsimile Cover Sheet, Routing Slip.
Financial	Bank Statement, Check, Audit Work Paper and Financial Report.
Folder	File Folder Label.
Graphic	Chart, Graph, Map, Photograph, Drawing, Blueprint, Flowchart, Design.
Handwritten Notes	Informal Information kept for author's reference.
Invoice	Invoice, Purchase Order, Statement.
Letter	Written or typed Correspondence between individuals.
Memo	Memoranda, Phone Message.
Other	Enter "Other" only if no other document type is readily identifiable. Not to be used as a "Catchall".
Pleading	Any court document except for Transcripts. Examples include: Status Report, Affidavit, Complaint, Amended Complaint, Answer to Complaint, Notice of Deposition, Discovery Requests, Motions, Briefs, Orders, Opinions, Judgments.
Report	Report, Study. Organized, written material about a subject consisting of an assessment, description, explanation, justification, course of action or presentation of fact.
Spreadsheet	Any document consisting primarily of numbers in table form. Examples include: Budget, Forecasts, Expense Sheet.
Transcript	Deposition or Trial Transcript. May have numbered paragraphs and be in the form of questions and answers.

open issues:

These doctypes represent our standard list. This list can be customized to specific types pertinent to your project.

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7. **FIELD NAME:** doctitle
FIELD TYPE: Text
FORMAT: Free Text
DESCRIPTION: This field captures a readily identifiable document title. Validation requires an entry into this field by the coder.
required (y/n): Yes
coding instructions: Review each page of the document to ascertain the appropriate DOCTITLE according to the following rules:
- If there is a readily apparent document title on the document, enter it verbatim.
 - If there is no readily apparent document title and there is a "re:", "subject" or similar line, then the contents of that line are to be entered.
 - Case captions are not to be coded as a Document Description. The pleading title is to be coded as the Document Description.
 - If no title appears at all, and the document contains bibliographical information, create a title by reviewing the body of the document until a descriptive title can be created. Enclose any created and enhanced titles within brackets [].

open issues: None

8. **FIELD NAME:** AUTHOR
FIELD TYPE: Text – Multiple Entry
FORMAT: Last Name, First Name; Organization
DESCRIPTION: This field captures the name of each document author. The field is a multiple entry field to allow for the entry of more than one author. Multiple names will be separated by a semicolon and a space. No more than 10 authors will be coded per document.
- required (y/n):** No
coding instructions: Review each document page to ascertain every document author. An author is defined as a person or organization. If the author is an organization, enter the organization name without any beginning articles or punctuation. Do not relate organizations to personal names. Code personal names and organizations as separate values. The following rules will apply during coding:
- The author is the person(s) or organization(s) who created, wrote, signed, approved, submitted or prepared a document. Typically the author name is located on the first or last page of a document.
 - If there is no personal author, enter the organization name on the letterhead or other location as the author if the organization is clearly the author.
 - If a document contains only the first name of an author, enter the first name.
 - Enter nicknames exactly as they appear on the document.
 - Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc.
 - Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc.
 - If a document contains an illegible author, enter "Illegible" as an author. If a document contains multiple illegible names, enter "Illegible" only once.
 - If the author's initials, first name and full name appear (e.g. "from: JD" and "John Doe" is written on the top of the page), enter the full name, not the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.
 - If an original author name has been crossed out and replaced with a new name, enter the original and replacement author.
 - If a person signs a document "for" another or "P.P." (per proxy), enter both names as authors.
 - If a document contains more than 10 authors, code the first 10 in the order listed on the document.
 - If you cannot identify an author, leave the field blank.
- open issues: None

9.	FIELD NAME:	Recipient
	FIELD TYPE:	Text – Multiple Entry
	FORMAT:	Last Name, First Name; Organization
	DESCRIPTION:	This field captures the name of each document recipient. The field is a multiple entry field to allow for the entry of more than one recipient. Multiple names will be separated by a semicolon and a space. No more than 10 recipients will be coded per document.
	required (y/n):	No
	coding instructions:	<p>Review each document page to ascertain every document recipient. A recipient is defined as a person or organization. If the recipient is an organization, enter the organization name without any beginning articles or punctuation. The following rules will apply during coding:</p> <ul style="list-style-type: none">• Enter typed recipients, if given, on unsigned documents.• If a document contains only the first name of a recipient, enter the first name.• If a document is addressed to a recipient and “in care of” (c/o) another, enter both names as recipients. Do not enter a hotel or P.O. box that is listed as an “in care of”.• If a document is addressed to the members of a formal group (e.g. to: members of the insurance committee), enter the group and all its members as recipients. The group member names are often contained on a list attached to the document. If a member name is not given, enter the group name only.• The file can constitute a document recipient.• For distribution lists containing more than 10 names, capture only the first 10.• When a document contains a preprinted or stamped routing list, enter all names on the list as recipients regardless of which names are checked or circled.• If a memo is “to” one person and “through” a different person, enter both names listed after “to” and “through” as recipients.• Capture the names/organizations listed under “prepared for” or “submitted to” as recipients.• Enter nicknames exactly as they appear on the document.• Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc.• Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc.• If a document contains an illegible recipient, enter “Illegible” as a recipient. If a document contains multiple illegible names, enter “Illegible” only once.• If the recipient’s initials, first name and full name appear (e.g. “to: JD” and “John Doe” is written on the top of the page), enter the full name, not

the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.

- If you cannot identify a recipient, leave this field blank.

open issues: None

10. **FIELD NAME:** CC
FIELD TYPE: Text – Multiple Entry
FORMAT: Last Name, First Name; Organization
DESCRIPTION: This field captures the name of each party copied on a document. The field is a multiple entry field to allow for the entry of more than one CC. Multiple names will be separated by a semicolon and a space. No more than 10 CCs will be coded per document.
required (y/n): No
coding instructions: Review each document page to ascertain every party copied on a document. A CC is defined as a person or organization. If the CC is an organization, enter the organization name without any beginning articles or punctuation. The following rules will apply during coding:
- Capture all names listed as blind carbon copies (bcc) in this field as well.
 - If a document contains only the first name of a CC, enter the first name.
 - If a document is copied to the members of a formal group (e.g. cc: members of the insurance committee), enter the group and all its members in the CC field. The group member names are often contained on a list attached to the document. If a member name is not given, enter the group name only.
 - The file can constitute a document CC.
 - For distribution lists containing more than 10 names, capture only the first 10.
 - When a document contains a preprinted or stamped routing list, enter all names on the list as CCs regardless of which names are checked or circled.
 - Enter nicknames exactly as they appear on the document.
 - Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc.
 - Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc.
 - If a document contains an illegible CC, enter "Illegible" in the CC field. If a document contains multiple illegible names, enter "Illegible" only once.
 - If the CC's initials, first name and full name appear (e.g. "cc: JD" and "John Doe" is written on the top of the page), enter the full name, not the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.
 - If you cannot identify a CC, leave this field blank.
- open issues: None

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:

CONTRACTOR LEGAL ENTITY NAME:

Document Solutions, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

621769387

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**